



September 26, 2013

Walter L Tamosaitis
1622 Meadow Hills Drive
Richland, WA 99352

Dear Walter:

Accompanying this letter is a Separation Agreement and General Release in connection with the termination of your employment with URS Corporation. Please read the Agreement and Release carefully and follow the instructions in this letter regarding severance pay.

In order to qualify for severance pay you must:

- be an eligible employee under the URS E&C Holdings, Inc., Severance Pay Policy
- sign and return the enclosed Agreement and Release

The amount of severance pay is determined by years of service as shown below. Our records indicate you have 44 years of service. A year of service is a full year under the URS Corporation 401(k) Retirement Plan.¹

- Employees with less than two (2) years of service are eligible for one (1) week of severance pay
- Employees with two (2) years of service or more are eligible for one (1) week of severance pay for each year of service up to a maximum of twenty-six (26) weeks.

Employees who participate in any other severance pay program are not eligible for this program.

¹ For severance purposes, you earn one year of service for each payroll year that you are credited with at least 1,000 hours; no partial years are credited; and if you had a break in service of any length and were rehired since July 7, 2000, service prior to the most recent rehire date is not recognized.

In order to receive this payment, you must timely sign and date the enclosed Agreement and Release and return it to:

Human Resources
URS
720 Park Boulevard
Boise, ID 83712
Attn: Tracy Pierpoint

Please keep a copy of the Agreement and Release for your files. A fully executed copy will be sent to you. We advise you to consult with your own attorney prior to signing the Agreement and Release.

If you have any questions, please feel free to call me at (208) 386-5188 or Tracy Pierpoint at (208) 386-5028.

Very truly yours,



Kevin M. Harris
Human Resources Director

Enclosures:
Separation Agreement and General Release (with Exhibit A)

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is made and entered into by and between Walter L Tamosaitis ("Employee") and URS Energy and Construction, Inc., an Ohio corporation, for and on behalf of itself, and its parent corporations, including URS Corporation, and their subsidiaries, divisions, affiliates, ~~predecessors, successors, assigns, joint ventures, shareholders, directors, officers,~~ employees, agents, and representatives (collectively "the Company").

The parties acknowledge Employee's termination of employment with the Company on 10/2/2013. In entering into this Agreement, the parties agree to fully and finally settle any and all differences between them that have arisen or might arise from the employment relationship or the termination of employment.

1. In consideration for Employee's signing this Agreement, the Company agrees to pay Employee 26 weeks salary at Employee's salary rate as of the date of termination, less applicable withholdings (including any balance on any delinquent American Express Corporate card), upon the effective date as provided in paragraph 10 herein.
2. Employee acknowledges and agrees that the receipt of separation pay under this Agreement constitutes consideration to which Employee would not otherwise have been entitled had Employee not signed this Agreement.
3. This Agreement does not constitute nor shall it be construed as an admission by the Company of any violation of or non-compliance with any obligation, legal or otherwise.
4. Employee hereby releases and forever discharges the Company from any and all past or present claims, causes of action, and demands of any kind whatsoever, including claims for attorney's fees, whether known or unknown, against the Company, arising out of Employee's employment with the Company or the termination therefrom, including, but not limited to, claims under the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the Older Workers Benefit Protection Act, as amended, the Worker Adjustment and Retraining Notification Act, as amended, and any other federal, state or local laws, whether statutory or common, relating in any way to discrimination in employment, the terms and conditions of employment, or the termination of employment.
5. By signing this Agreement, Employee shall not lose or forfeit any right that Employee has under the terms of any qualified retirement plan sponsored by the Company.
6. Employee understands that this Agreement is not intended to limit Employee from instituting legal action to enforce this Agreement, or to pursue any rights or claims relating to conduct occurring after the effective date of the Agreement. Nothing in this Agreement shall preclude Employee from filing a charge with the Equal Employment Opportunity Commission. In the event that a charge is filed with or a lawsuit is filed by any administrative agency, Employee expressly waives and shall not accept any award or damages therefrom.

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